

BOND NO. _____

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

OSAGE MINING LEASES COLLECTIVE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ of _____,
as principal_____, and _____

of _____ as surety(s) , are held and firmly bound unto the United States of America in the sum of _____ (\$ _____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20 _____

The condition of this obligation is such that whereas the said _____

_____, principal, as lessee, heretofore or may hereafter enter into oil and/or gas mining leases with the Osage Tribe in Oklahoma, as lessor, of various dates and periods of duration, covering the lands described in such leases, which leases have been or may hereafter be approved by the Secretary of the Interior or his authorized representative and the identification of which herein is expressly waived by both principal and surety(s) hereto.

WHEREAS the principal and surety agree that the coverage of this bond shall extend to and include all extensions and renewals of leases covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth therein.

WHEREAS the surety hereby waives any right to notice of any modification of such lease, or permit, or obligation thereunder, whether effected by extension of time for performance, by commitment of such lease to unit, cooperative, or communitization agreement, by waiver, suspension, or change in rental, except an increase thereof, by minimum royalty payment, except an increase thereof, by compensatory royalty payment, or otherwise, this bond to remain in full force and effect notwithstanding;

WHEREAS the principal and surety agree that the neglect or forbearance of the obligee-lessor in enforcing the payment of any rental or royalty or the performance of any other covenant, condition, or agreement of the lease, shall not, in any way release the principal and surety, or either of them, from any liability under this bond; and

WHEREAS the principal and surety agree that in the event of any default under such lease, the obligee-lessor may commence and prosecute any claim, suit, action, or other proceeding against the principal or surety, or either of them, without the necessity of joining the other.

Now, if the said principal herein shall faithfully carry out and observe all the obligations assumed in said leases to which he, she or it, is now or may hereafter become a party and shall observe all the laws of the United States and regulations made, or which shall be made, thereunder, for the government of trade and intercourse

with Indian tribes and all the rules and regulations that have been, or shall hereafter be, lawfully prescribed by the Secretary of the Interior to such oil and/or gas mining leases and to the development thereof, and shall in all particulars comply with the provisions of said leases, rules, and regulations, then this obligation shall be null and void; otherwise to remain in full force and effect.

The rate of premium charged on this bond is \$ _____; the total premium paid is \$ _____

Signed and sealed in the presence of
WITNESSES: (Two witnesses to all signatures)

P. O. _____ as to _____ (SEAL)

P. O. _____

P. O. _____ as to _____ (SEAL)

P. O. _____

P. O. _____ as to _____ (SEAL)
Signature, Attorney – in - Fact

P.O. _____

P. O. _____ as to _____ (SEAL)

P.O. _____

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
OSAGE AGENCY
PAWHUSKA, OKLAHOMA

The within bond is hereby approved pursuant to authority delegated by 25 CFR 226.9

Approved:
Under authority delegated by: 200 DM 1, 209 DM 8
8, 230 DM 1, 3 IAM 4.1 and Muskogee Area
Addendum 9901 to 3 IAM 4 issued June 22, 1999.

Superintendent

SAMPLE

BOND NO. _____

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

OSAGE MINING LEASES COLLECTIVE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ *Individual or Company Name*

_____ *Mailing Address* of _____ *City, State, Zip*,

as principal _____, and _____ *Surety Company Name & Mailing Address*

of _____ *City, State, Zip* as surety(s), are held and firmly bound unto the United States of America in the sum of _____ *Written amount of surety bond (\$Numeric Amount)*, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these present.

Sealed with our seals and dated this _____ day of _____, 20____

The condition of this obligation is such that whereas the said _____ *Individual or Company Name* _____, principal, as lessee, heretofore or may hereafter enter into oil and/or gas mining leases with The Osage Nation in Oklahoma, as lessor, of various dates and periods of duration, covering the lands described in such leases, which leases have been or may hereafter be approved by the Secretary of the Interior or his authorized representative and the identification of which herein is expressly waived by both principal and surety(s) hereto.

WHEREAS the principal and surety agree that the coverage of this bond shall extend to and include all extensions and renewals of leases covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth therein.

WHEREAS the surety hereby waives any right to notice of any modification of such lease, or permit, or obligation thereunder, whether effected by extension of time for performance, by commitment of such lease to unit, cooperative, or communitization agreement, by waiver, suspension, or change in rental, except an increase thereof, by minimum royalty payment, except an increase thereof, by compensatory royalty payment, or otherwise, this bond to remain in full force and effect notwithstanding;

WHEREAS the principal and surety agree that the neglect or forbearance of the obligee-lessor in enforcing the payment of any rental or royalty or the performance of any other covenant, condition, or agreement of the lease, shall not, in any way release the principal and surety, or either of them, from any liability under this bond; and

WHEREAS the principal and surety agree that in the event of any default under such lease, the obligee-lessor may commence and prosecute any claim, suit, action, or other proceeding against the principal or surety, or either of them, without the necessity of joining the other.

Now, if the said principal herein shall faithfully carry out and observe all the obligations assumed in said leases to which he, she or it, is now or may hereafter become a party and shall observe all the laws of the United

States and regulations made, or which shall be made, thereunder, for the government of trade and intercourse with Indian tribes and all the rules and regulations that have been, or shall hereafter be, lawfully prescribed by the Secretary of the Interior to such oil and/or gas mining leases and to the development thereof, and shall in all particulars comply with the provisions of said leases, rules, and regulations, then this obligation shall be null and void; otherwise to remain in full force and effect.

The rate of premium charged on this bond is \$ _____; the total premium paid is \$ _____

Signed and sealed in the presence of
WITNESSES: (Two witnesses to all signatures)

P. O. _____ as to _____ (SEAL)

P. O. _____

P. O. _____ as to _____ (SEAL)

P. O. _____

P. O. _____ as to _____ (SEAL)
Signature, Attorney – in - Fact

P.O. _____

P. O. _____ as to _____ (SEAL)

P.O. _____

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
OSAGE AGENCY
PAWHUSKA, OKLAHOMA

The within bond is hereby approved pursuant to authority delegated by 25 CFR 226.9

Approved:
Under authority delegated by: 200 DM 1, 209 DM 8
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Superintendent